

MARILYN FINE, ESQ.
Nevada Bar No. 005949
MEIER & FINE, LLC
2300 West Sahara Avenue, Suite 430
Las Vegas, Nevada 89102
(702) 673-1000
Attorneys for Defendant
INDYMAC FEDERAL BANK, FSB

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

EDNA IGAYAC and ALBERT IGAYAC,

Plaintiffs,

vs.

INDYMAC BANK, QUALITY LOAN
SERVICE CORP., and DOES 1-X, inclusive,

Defendants.

Case No.

NOTICE OF REMOVAL OF CIVIL
ACTION BASED ON FEDERAL
QUESTION 28 U.S.C. §1441(a)

TO: UNITED STATES DISTRICT COURT, DISTRICT OF NEVADA

INDYMAC FEDERAL BANK, FSB *incorrectly named as IndyMac Bank* ("IndyMac"),
the removing party herein, hereby shows the following:

1. Plaintiff filed the State Court Action on or about November 14, 2008. True and correct copies of the Summons, Complaint, and Notice of Pendency of Action are attached hereto as **Exhibits A through C** and incorporated herein. Exhibits A through C contain all process, pleadings, and orders received by IndyMac in the State Court Action.

2. Upon information and belief, IndyMac received the Summons and Complaint on or about January 12, 2009. IndyMac seeks to remove this Case within 30 days after its receipt of the Complaint and within one year after the filing of the Complaint.

...

...

...

...

MEIER & FINE, LLC
2300 West Sahara Avenue, Suite 430
Las Vegas, Nevada 89102
Tel: (702) 673-1000
Fax: (702) 673-1001

1 3. The Complaint alleges that in granting, processing and servicing her loan,
2 IndyMac and Quality Loan Service Corp. engaged in wrongful or negligent conduct, including
3 violation of federal statutes such as the Real Estate Settlement Procedures Act (12 USC §2601)
4 and the Truth in Lending Act (15 U.S.C. §1601). See Third Cause of Action of Complaint in
5 Exhibit A. Thus, adjudication of this matter is based in pertinent part on federal law.

6 4. Removal of this action is proper under 28 U.S.C. §1441(a) because the Complaint
7 presents a federal question and accordingly, could have been filed in federal court originally.

8 5. According to the Eighth Judicial District Court Docket available online through
9 Blackstone, it appears that as of February 3, 2009, none of the Defendants have filed Answers
10 or other responsive pleadings in the State Court Action. A copy of the Blackstone State Court
11 Docket as of February 3, 2009 is attached hereto as **Exhibit D** and incorporated herein. Based
12 on the foregoing, it appears that the filing of joinders by the other Defendants in this Petition is
13 unnecessary or premature.

14 6. According to the Eighth Judicial District Court Docket available online through
15 Blackstone, no Affidavits of Service have been filed in this Case as of February 3, 2009. As a
16 result, IndyMac has been unable to determine whether the other Defendant has been served
17 with the Summons and Complaint.

18 7. IndyMac is filing a Notice of Removal with the Clerk of the Eighth Judicial
19 District Court Docket contemporaneously herewith.

20 BASED ON THE FOREGOING, this action is hereby removed to the U.S. District
21 Court, District of Nevada pursuant to 28 U.S.C. 1446.

22 DATED this 3 day of February, 2009.

23 MEIER & FINE, LLC

24 By  _____

25 MARILYN FINE, ESQ.

26 Nevada Bar No. 005949

27 2300 West Sahara Avenue, Suite 430

28 Las Vegas, Nevada 89102

Attorneys for Defendant

INDYMAC FEDERAL BANK, FSB

CERTIFICATE OF MAILING

I HEREBY CERTIFY that a true copy of the **PETITION FOR REMOVAL OF ACTION** was deposited in the United States mail in Las Vegas, Nevada, this ____ day of January, 2009, addressed to the following:

Edna Igayac and Albert Igayac
7957 Skyline View Court
Las Vegas, Nevada 89113

An Employee of Meier & Fine, LLC

MEIER & FINE, LLC
2300 West Sahara Avenue, Suite 430
Las Vegas, Nevada 89102
Tel: (702) 673-1000
Fax: (702) 673-1001

1005541 428 - BK (FL Sump)

Wells Fargo

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Pro Se

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LEGAL DEPARTMENT

JAN 12 2009

CSC

SUMM

EDNA IGAYAC

ALBERT IGAYAC

7957 Skyline View Court

Las Vegas, NV 89113

(702) 277-6810

Plaintiff In Pro Se

DISTRICT COURT

CLARK COUNTY, NEVADA

EDNA IGAYAC, ALBERT IGAYAC

Husband and Wife

Plaintiff,

V.

**INDYMAC BANK/QUALITY LOAN
SERVICE CORP., and Does 1-X
Inclusive.**

Defendants

CASE NO.

DEPT. NO.

A575729

XX/11

SUMMONS - CIVIL

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.
READ THE INFORMATION BELOW.**

TO THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff(s) against
you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is
served on you, exclusive of the day of service, you must do the following:
 - (a) File with the Clerk of this Court, whose address is shown below, a
formal written response to the Complaint in accordance with the rules
of the Court, with the appropriate filing fee.
 - (b) Serve a copy of your response upon the attorney whose name and

IGAYAC SUMM/11/10/2008

A

1 address is shown below.

2 2. Unless you respond, your default will be entered upon application of the
3 Plaintiff(s) and failure to so respond will result in a judgment of default against you for
4 the relief demanded in the Complaint, which could result in the taking of money or
5 property or other relief requested in the Complaint.

6 3. If you intend to seek the advice of an attorney in this matter, you should do
7 so promptly so that your response may be filed on time.

8 4. The State of Nevada, its political subdivisions, agencies, officers,
9 employees, board members, commission members and legislators each
10 have 45 days after service of this Summons within which to file an Answer
11 or other responsive pleading to the Complaint.

12
13
14 Submitted by:

15  
16 EDNA IGAYAC
17 ALBERT IGAYAC
18 7957 Skyline View Court
19 Las Vegas, NV 89113
20 (702) 277-6810

EDWARD A. FRIEDLAND
CLERK OF THE COURT

By: MARY ANDERSON

Deputy Clerk

Date

Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155



21
22
23
24
25 NOTE: When service is by publication, add a brief statement of the object of the
26 action. See Nevada Rules of Civil Procedure 4(b).
27
28

ORIGINAL

FILED

Nov 14 12 38 PM '08

CLERK OF DISTRICT COURT

COMP
EDNA IGAYAC
ALBERT IGAYAC
7957 Skyline View Court
Las Vegas, NV 89113
(702) 277-6810
Plaintiffs in Proper Person

DISTRICT COURT
CLARK COUNTY NEVADA

EDNA IGAYAC, ALBERT IGAYAC
Husband and Wife

Plaintiff,

V.

INDYMAC BANK, QUALITY LOAN
SERVICE CORP., and Does 1-X Inclusive.

Defendants.

CASE NO:

Department:

A575729
XXIII

COMPLAINT

Exemption from Arbitration Claimed as
Title to Real Estate is in issue and the
amount exceeds the limit of arbitration

Plaintiff complains and for causes of action alleges as follows:

PARTIES

1. Plaintiffs, EDNA IGAYAC and ALBERT IGAYAC at all times relevant have been residents of the County of Clark, State of Nevada and the owner of Real Property, including but not limited to the property at issue herein, 7957 Skyline View Court, Las Vegas, NV 89113

The Legal descriptions are as follows:

APN: 176-104-13-056

Lot ONE HUNDRED SIXTY-TWO (162) in Block ONE (9) of the Final Map of NEVADA TRAILS R2-55 No. 5 PHASE II as shown by Map thereof on file in Book 109 of Plats Page 23 in the Office of the County Recorder of Clark County Nevada

2. Mortgage Electronic Registration Systems Inc., ("MERS") is not a defendant in this litigation however at all times herein mentioned was doing business in the County of Clark, State

B

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CLERK OF DISTRICT COURT

1 of Nevada and alleged to be the Beneficiary regarding Plaintiff's Real Property as described above
2 and as Situated in Clark County Nevada.

3 3. (a) Defendant, INDYMAC BANK., at all times herein mentioned was doing business in the
4 County of Clark, State of Nevada and was the original Lender for Plaintiff's First Trust Deed and
5 Note .

6
7 4. (b) Defendant, QUALITY LOAN SERVICE CORP. at all times relevant were and are
8 doing business in the County of Clark State of Nevada and have claimed and are claiming an
9 interest in Plaintiff's Property either as a loan servicer, or Trustee or Beneficiary these defendants
10 are somewhere in the chain of loan servicers and have no other interest in this Note, and was
11 appointed to conduct the foreclosure of the above named real property.

12
13 5. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES I
14 through X, inclusive, and therefore sues these defendants by such fictitious names. Plaintiffs will
15 amend this complaint to allege their true names and capacities when they have been ascertained.

16
17 6. Plaintiff is informed and believe and thereon allege that, at all times herein mentioned each
18 of the defendants sued herein in relation to the property they claim an interest in was the agent and
19 employee of each of the remaining defendants thereof and at all times was acting within the
20 purpose and scope of such agency and employment.

21 **GENERAL ALLEGATIONS**

22 7. Plaintiffs general allegations are incorporated throughout the entire complaint.

23
24 8. Plaintiff purchased the foregoing Real Property and on or about April 15, 2005 financed
25 his purchase through INDYMAC BANK, by virtue of a First Trust Deed and Notes securing the
26 Loans.

1 9. Defendant INDYMAC BANK caused MERS to go on title as the "Nominee Beneficiary"
2 in order to hide the true Identity of the successive Beneficiaries, On information and belief a
3 Nominee is a person or entity or organization in whose name a security is registered though true
4 ownership is held by another party, in other words MERS is not the Beneficiary.

5 10. On information and Belief MERS was not and is not an Agent and has NO right to act for
6 or on behalf of or as a Beneficiary, but is merely a Nominee who holds title in his name for
7 another, and even this title is defective as the Beneficiary is not disclosed.

8 11. On information and belief INDYMAC BANK immediately sold the notes and Trust Deeds
9 ("TD") prior to or after the first payment became due, eventually the defendants as sued herein
10 claimed an interest in the said Notes and Trust Deeds, and MERS wrongfully acted as the
11 Beneficiary and substituted QUALITY LOAN as the successive trustee and QUALITY LOAN
12 thereafter recorded the Notice of Default, and election to sell at auction notices, and has set a sale
13 Date for this Auction. There claimed interest is at best a Fraud as will be more fully explained
14 hereinafter.

15 12. The terms and conditions of the loans as they would progress through time was not
16 explained to Plaintiff, these loans were neither proper nor suitable for his condition and station in
17 life, these loans exceeded the reasonable expected value of the property at that time and in the
18 foreseeable future based upon expected market changes; these loans were an attempt to acquire
19 mortgage broker premiums, appraiser fees, lender service fees, and to pay sub-prime loans all to
20 the advantage of the Defendants and disadvantage of the Plaintiffs and this was done as a group of
21 individuals in this industry or concerted action or through civil conspiracy, all to the disadvantage
22 of the Plaintiff as pled more particularly below.

FIRST CLAIM FOR RELIEF**Suitability**

13. Defendants, and each of them all retained a professional duty and obligation to Plaintiff to ensure that only those loans which were most suitable to their personal financial condition, the property at issue, and his financial well-being would be presented and offered to him; these Defendants knew that Plaintiff would rely upon the Defendants' greater expertise and knowledge in this area in making their selection, if any, for refinancing of their existing mortgages. The Defendants breached their professional duties and obligations by providing a sub-prime loan that was not suitable nor appropriate for their personal financial condition and well-being. As a result of the breach of the duty to provide suitable lending instruments to the Plaintiff, the Plaintiff has sustained, and will continue to sustain irreparable damage of both their credit history, credit rating, mortgage rating, the inability to obtain an additional mortgage, inability to obtain alternate financing, inability to obtain a fixed rate financing at the prevailing favorable rate available.

SECOND CLAIM FOR RELIEF**Negligence**

14. Defendants, and each of them, owed a duty to Plaintiff to perform their professional services in a manner which placed Plaintiff's interests above the Defendants and to deal honestly, directly, and accurately with the Plaintiff, the documents, and each other. The Defendants, and each of them, breached their duty to the Plaintiff by failing to disclose relevant information, failing to provide additional options for the Plaintiff, failing to conduct reasonable evaluation into the merits of the loan transactions and the property itself, and other regular, customary and usual activities that are born and conducted by professionals of their same nature and type. As a direct result of the breaches by the Defendants, and each of them, Plaintiff was placed into loans that

1 were inappropriate for their personal financial circumstances at the time, Plaintiff was mislead
2 regarding the nature of their transaction, and other wrongful conduct, all of which lead to
3 Plaintiff's damages as discussed herein.

4 15. As a direct and proximate result of the conduct described herein, and omissions of
5 Defendants, Plaintiff has suffered mental anguish, conscious pain and suffering, and mental
6 distress from their economic misfortune and must be awarded appropriate damages.
7

8 16. As a direct and proximate result of the above described conduct and omissions of
9 Defendants, Plaintiff has sustained and are certain to sustain in the future, losses, injuries, and
10 additional damages of emotional, physical, and economic nature and must be awarded appropriate
11 damages.
12

13 17. As a direct and proximate result of the above described conduct and omissions of
14 the Defendants, Plaintiff has suffered and will continue to suffer in the future personal, mental,
15 physical, and economic damages.
16

17 **THIRD CLAIM FOR RELIEF**

18 Negligence per se

19 18. The mortgage broker Defendants and lender Defendants are subject to Nevada
20 Revised Statutes and Nevada Administrative Code provisions that govern and direct their conduct.
21 Plaintiff was a member of the class of citizens of the State of Nevada for whose benefit the
22 Statutes and Codes were enacted and for whose protection the Statutes and Codes were designed
23 to provide. The Defendants violated the Statutes and Codes enumerated at NRS 645B.460 *et seq*
24 and 598D.100 *et seq* and Federal Regulations such as RESPA, Truth in Lending, etc.
25

26 19. As a direct and proximate result of the conduct described herein, and omissions of
27 Defendants, Plaintiff has suffered mental anguish, conscious pain and suffering, and mental
28 distress from their economic misfortune and must be awarded damages.

1 20. As a direct and proximate result of the above described conduct and omissions of
2 Defendants, Plaintiff has sustained and are certain to sustain in the future, losses, injuries, and
3 additional damages of emotional, physical, and economic nature, and must be awarded damages.

4 21. As a direct and proximate result of the above described conduct and omissions of
5 the Defendants, Plaintiff has suffered and will continue to suffer in the future personal, mental,
6 physical, and economic damages.
7

8 **FOURTH CLAIM FOR RELIEF**

9 Breach of Fiduciary Duty

10 22. All Defendants were agents of Plaintiff or Defendants were compensated to work
11 for or on behalf of Plaintiff to close the loan transactions discussed herein all of which gave rise to
12 a fiduciary duty owed by the Defendants to Plaintiff to perform their duties, obligations, and
13 functions in a fair, upstanding, honest, forthright manner, and to conduct themselves so that
14 Plaintiff would experience the benefit of their professional education, training, and to place the
15 Plaintiff's interests above and before the interests of the Defendants. The Defendants breached
16 their fiduciary duty to the Plaintiff in the performance of their professional duties and obligations,
17 which breaches caused Plaintiff to suffer damages discussed herein.
18

19 23. As a direct and proximate result of the conduct described herein, and omissions of
20 Defendants, Plaintiff has suffered mental anguish, conscious pain and suffering, and mental
21 distress from their economic misfortune and must be awarded damages.
22

23 24. As a direct and proximate result of the above described conduct and omissions of
24 Defendants, Plaintiff has sustained and are certain to sustain in the future, losses, injuries, and
25 additional damages of emotional, physical, and economic nature, and must be awarded appropriate
26 damages.
27
28

1 25. As a direct and proximate result of the above described conduct and omissions of
2 the Defendants, Plaintiff has suffered and will continue to suffer in the future personal, mental,
3 physical, and economic damages.

4 **FIFTH CLAIM FOR RELIEF**
5 Negligent Misrepresentation

6 26. The Defendants, and each of them, had a duty and obligation to represent
7 accurately, truthfully, and completely all the information that Plaintiff relied upon in performing
8 his investigation, consideration and evaluation of whether to obtain additional mortgage financing,
9 alternate mortgage financing, and/or the selection of refinancing for the subject property. The
10 Defendants breached their duty and obligation to provide accurate, truthful and complete
11 information by failing to provide the information to Plaintiff in a manner that they would
12 understand with his limited understanding, education and training in these matters, and they failed
13 to provide all the information necessary for Plaintiff to make a complete accurate and well-thought
14 decision on these financial issues, all of which caused them damage. Plaintiff relied upon the
15 negligent misrepresentations of the Defendants in forming their decision regarding the loan
16 transactions at issue.
17

18
19 27. As a direct and proximate result of the conduct described herein, and omissions of
20 Defendants, Plaintiff has suffered mental anguish, conscious pain and suffering, and mental
21 distress from their economic misfortune and must be awarded appropriate damages.
22

23 28. As a direct and proximate result of the above described conduct and omissions of
24 Defendants, Plaintiff has sustained and are certain to sustain in the future, losses, injuries, and
25 additional damages of emotional, physical, and economic nature, and must be awarded appropriate
26 damages.
27
28

1 29. As a direct and proximate result of the above described conduct and omissions of
2 the Defendants, Plaintiff has suffered and will continue to suffer in the future personal, mental,
3 physical, and economic damages.

4 **SIXTH CLAIM FOR RELIEF**
5 Intentional Misrepresentation

6 30. The Defendants, and each of them, had a duty to represent accurately, truthfully,
7 and completely all the information to Plaintiff and in a manner that the Plaintiff actually
8 understood the content of the information so that Plaintiff could make and be responsible for the
9 decision whether to refinance, if so, which loan to use to refinance, and the advantages and
10 disadvantages of the various types of loans. The Defendants, and each of them, intentionally
11 misrepresented the nature of the loans, that the Plaintiff needed, that a mortgage of a sub-prime
12 nature was in Plaintiff's benefit, and other intentional misrepresentations which Plaintiff relied
13 upon informing his decision regarding the loan transactions.
14

15
16 31. As a direct and proximate result of the conduct described herein, and omissions of
17 Defendants, Plaintiff has suffered mental anguish, conscious pain and suffering, and mental
18 distress from their economic misfortune and must be awarded punitive damages.

19 32. As a direct and proximate result of the above described conduct and omissions of
20 Defendants, Plaintiff has sustained and are certain to sustain in the future, losses, injuries, and
21 additional damages of emotional, physical, and economic nature, and must be awarded punitive
22 damages.
23

24 33. As a direct and proximate result of the above described conduct and omissions of
25 the Defendants, Plaintiff has suffered and will continue to suffer in the future personal, mental,
26 physical, and economic damages and must be awarded punitive damages.
27
28

1 34. As a direct and proximate result of the Defendants' intentional misrepresentation,
2 Plaintiff sustained severe and catastrophic economic damages as well as severe emotional and
3 physical damages; as such, the Defendants' conduct was sinister, callous, and done with malice,
4 oppression and fraud, and the Defendants should be punished accordingly; therefore, Plaintiff
5 respectfully requests and award of exemplary or punitive damages against the Defendants as the
6 Court deems proper.

7
8 **SEVENTH CLAIM FOR RELIEF**

9 Breach of the Covenant of Good Faith and Fair Dealing

10 35. Plaintiff had oral and/or written agreements with all the Defendants and/or through
11 the laws of agency, all the Defendants were bound by the agreements, oral or written made by and
12 between Defendants to Plaintiff.

13 36. Each agreement between Defendants and Plaintiff required that the Defendants deal
14 fairly and in good faith with Plaintiff and not seek to take an undue advantage of Plaintiff in their
15 weakened bargaining position and with their lesser knowledge, skill, education, and ability
16 regarding the loan transactions.

17
18 37. Defendants violated their duties and breached the covenant of good faith and fair
19 dealing with Plaintiff and caused Plaintiff severe economic and personal damages.

20 38. As a direct and proximate result of the conduct described herein, and omissions of
21 Defendants, Plaintiff has suffered mental anguish, conscious pain and suffering, and mental
22 distress from their economic misfortune.

23
24 39. As a direct and proximate result of the above described conduct and omissions of
25 Defendants, Plaintiff has sustained and are certain to sustain in the future, losses, injuries, and
26 additional damages of emotional and physical.
27
28

1 40. As a direct and proximate result of the above described conduct and omissions of
2 the Defendants, Plaintiff has suffered and will continue to suffer in the future personal, mental,
3 physical, and economic damages.

4 **EIGHTH CLAIM FOR RELIEF**

5 Wrongful Foreclosure

6 Against INDYMAC BANK, COUNTRYWIDE, and QUALITY LOAN.

7 41. On information and belief, MERS wrongfully acting as the Beneficiary substituted
8 QUALITY LOAN as the successive trustee. and QUALITY LOAN recorded the Notice of
9 Default.

10 42. On the Notice of Breach, it stated, in part, that Plaintiffs as Trustor, to secure
11 certain obligations in favor of MERS, as beneficiary.

12 43. This representation was made by these defendants in order to induce reliance by
13 Plaintiffs
14

15 44. Plaintiffs did rely on these representations and because of their reliance their
16 property has been foreclosed and title taken in the name of an unknown entity and Plaintiffs
17 reliance was justified.

18 45. Plaintiffs are informed and believe that the representation as stated on the Notice of
19 Default were a false representation in the following particular(s)
20

21 A. Documents were not provided to the trustee that showed that either MERS or
22 INDYMAC BANK or COUNTRYWIDE were the Beneficiary and entitled to the
23 payments.
24

25 B. At the time QUALITY LOAN made the representations they knew they were false
26 and were made for the sole purpose of inducing reliance.

27 46. The actions of Defendants and each of them were fraudulent oppressive and
28

1 malicious so as to warrant the imposition of exemplary damages, and that by virtue of Defendants
2 conduct as set forth herein Plaintiffs is entitled to exemplary damages

3 47. As a direct and proximate result of the fraudulent conduct of the Defendants stated
4 herein, Plaintiff obtained improper re-financing for his property which, with market conditions,
5 now renders the property subject to economic failure.

6 48. Defendants, and each of them, have foreclosed on a property that they had no right
7 to foreclose upon.

9 49. Defendants, have not produced the note to prove who the real party in interest is.

10 50. NRCP 17(a), requires that a real party in interest must commence an action or that
11 action will be dismissed.

12 51. Here none of the defendants are the real party in interest as they have not provided
13 nor can they provide the note.

15 52. As a direct and proximate result of the conduct described herein, and omissions of
16 Defendants, Plaintiff has suffered mental anguish, conscious pain and suffering, and mental
17 distress from their economic misfortune and thus entitled to damages.

18 53. As a direct and proximate result of the above described conduct and omissions of
19 Defendants, Plaintiff has sustained and are certain to sustain in the future, losses, injuries, and
20 additional damages of emotional, physical, and economic nature, and is entitled to damages.

21 54. As a direct and proximate result of the above described conduct and omissions of
22 the Defendants, Plaintiff has suffered and will continue to suffer in the future personal, mental,
23 physical, and economic damages.

24
25
26 **NINTH CLAIM FOR RELIEF**

27 Unfair Lending Practices
28 Against all Defendants

55. Defendants, and each of them, knowingly or intentionally made a home loan to Plaintiff without determining, using commercially reasonable means or mechanism, that the borrower has the ability to repay the loan.

57. Pursuant to NRS 598D.110 Plaintiff is entitled to cancelation of any pending foreclosure sale as well as cure to any existing default.

1. For compensatory damages in an amount in excess of Ten Thousand Dollars (\$10,000.00);

2. For punitive damages in an amount in excess of Ten Thousand Dollars (\$10,000.00);

4. For Injunctive Relief including the issuance of a restraining order and thereafter a preliminary injunction to maintain the status quo pending final adjudication;

6. For such further and other relief as the Court deems just and proper.

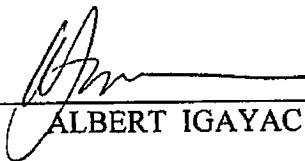
Dated: November, 13 2008

ALBERT IGAYAC

VERIFICATION

I, ALBERT IGAYAC, am the Plaintiff in the above-entitled action. I have read the foregoing Complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Clark County, Nevada.

DATED: November 13, 2008

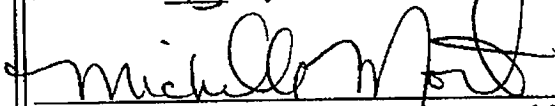

ALBERT IGAYAC

ACKNOWLEDGMENT

State of Nevada)
County of Clark)

Before me a notary public in and for the County of Clark, State of Nevada personally appeared ALBERT IGAYAC who upon satisfactory proof shown to me established that he was the party who signed the foregoing complaint.

Dated this 13 day of November 2008


Notary Public in and for said County and State



VERIFICATION

1
2 I, ALBERT IGAYAC, am the Plaintiff in the above-entitled action. I have read the foregoing
3 Complaint and know the contents thereof. The same is true of my own knowledge, except as to
4 those matters which are therein alleged on information and belief, and as to those matters, I
5 believe it to be true. I declare under penalty of perjury that the foregoing is true and correct and
6 that this declaration was executed at Clark County, Nevada.
7

8
9 DATED: November 13, 2008

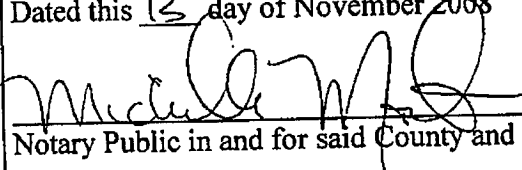
10
11 
EDNA IGAYAC

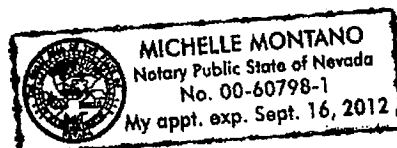
12 ACKNOWLEDGMENT

13 State of Nevada)
14)
15 County of Clark)

16 Before me a notary public in and for the County of Clark, State of Nevada personally appeared
17 EDNA IGAYAC who upon satisfactory proof shown to me established that she was the party
18 who signed the foregoing complaint.
19

20 Dated this 13 day of November 2008

21 
22 Notary Public in and for said County and State
23
24
25
26
27
28



RECORDING REQUESTED BY Plaintiff ALBERT IGAYAC

FILED
ORIGINAL

AND WHEN RECORDED MAIL TO:

Nov 14 12 39 PM '08

ALBERT IGAYAC
7957 Skyline View Court
Las Vegas, NV 89113

Edna Igayac
CLERK OF THE COURT

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DISTRICT COURT

CLARK COUNTY NEVADA

EDNA IGAYAC, ALBERT IGAYAC,
Husband and Wife

A575729

Case No. _____

Department _____

Plaintiff,

V.

NOTICE OF PENDENCY OF ACTION

NRS 14.010 Et. Seq.

INDYMAC BANK, QUALITY LOAN SERVICE
CORP., and Does 1-X Inclusive.

Defendant.

NOTICE OF PENDENCY OF ACTION

Notice is given that the above-entitled action was filed in the above-entitled court on November

____ 2008 by ALBERT IGAYAC Plaintiff, INDYMAC BANK, QUALITY LOAN SERVICE

CORP., and Does 1-X Inclusive. and Does I through X inclusive, Defendants. The Action affects

the title to a specific parcel of Real Property and the right to lawful possession of the same, the

RECEIVED
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CLERK OF THE COURT

C

1 property location is: 7957 Skyline View Court, Las Vegas, NV 89113

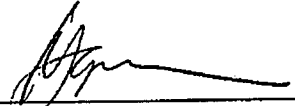
2 and whose Legal description is as follows:

3 APN: 176-104-13-056

4
5 Lot ONE HUNDRED SIXTY-TWO (162) in Block ONE (9) of the Final Map of
6 NEVADA TRAILS R2-55 No. 5 PHASE II as shown by Map thereof on file in Book
7 109 of Plats Page (23) in the Office of the County Recorder of Clark County Nevada

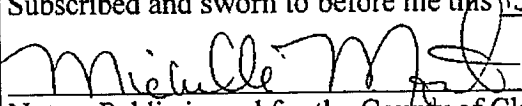
8 and which is identified in the complaint in this action. The property affected by the action is
9 located in the County of Clark, Nevada. The nature of the claims is (i) FRAUD (ii) Civil
10 Conspiracy (iii) Slander of Title (iii) Wrongful Foreclosure (iv) Defective Notices (v) TO SET
11 ASIDE A FORECLOSURE SALE (vi) RESPA VIOLATIONS, (vii) Breach of Fiduciary Duty

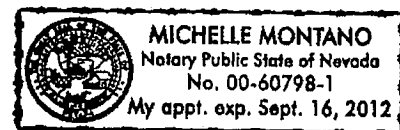
12 Dated: November 13, 2008.

13
14 
15 ALBERT IGAYAC
16 Plaintiff in Pro Se.

17 ACKNOWLEDGMENT

18
19 Subscribed and sworn to before me this 13 day of November, 2008

20 
21 Notary Public in and for the County of Clark,
22 State of Nevada



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Case 08-A-575729-C

Status ACTIVE

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[Minutes](#)

Plaintiff Igayac, Edna
Defendant Indymac Bank
Judge Silver, Abbi

Attorney Pro Se
Attorney ## Unknown ##
Dept. 15

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 Entries are displayed most recent first.

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Filed Date	Description	Performed
12/28/2008	Reassign Case From Judge Halverson To Judge Silver	
11/14/2008	NOTICE OF LIS PENDENS	
	For All Plaintiffs	
	Filed By All Plaintiffs	2 pages
11/14/2008	INITIAL APPEARANCE FEE DISCLOSURE	
	For All Plaintiffs	
	Filed By All Plaintiffs	1 page
11/14/2008	COMPLAINT FILED Fee \$181.00	
	For Igayac, Edna	14 pages

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